

CITY OF BIG BEAR LAKE ENCROACHMENT PERMIT



CITY of BIG BEAR LAKE
PO BOX 10000
39707 BIG BEAR BLVD
BIG BEAR LAKE, CA 92315
(909) 866-5831
Inspection (909) 866-7521

Permit No: _____

Parcel No (APN): _____ Job Address: _____ Work Type: Encroachment

Lot: _____ Tract: _____ Project completion date: _____

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| Owner: _____ |
| Owner's Address: _____ |
| City, ST, Zip: _____ |
| Owner Phone: _____ |

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| Contractor: _____ |
| Contractor's Address: _____ |
| City, ST, Zip: _____ |
| Contractor's Phone: _____ |
| Contractor's License #: _____ |

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| PERMIT TYPE |
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| DESCRIPTION OF WORK |
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| IMPORTANT NOTICE BEFORE YOU DIG, CALL ALL LOCAL UTILITIES Section 4216/4217 of the Government Code requires a DigAlert Identification Number be issued before a "Permit to Excavate" will be valid. For your DigAlert I.D. Number call underground Service Alert.TOLL FREE 1-800-422-4133 place call at least two working days before you dig. |
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| PERMIT PROVISIONS AND CONDITIONS 1. Inspections must be arranged with the City of Big Bear Lake Department of Public Works PRIOR to starting construction (pre-inspection) AND for final inspection. 24 HOUR ADVANCE NOTICE MUST BE GIVEN FOR INSPECTION (909-866-7521). I have read the above statement and agree to comply. Failure to comply may result in removal of encroaching work: Initials _____ 2. City streets shall not be closed - or vehicular and/or pedestrian traffic thereon restricted in any way without a valid temporary street closure permit from the City Engineer or his/her duly authorized representative. 3. Permittee is responsible for providing proper and continuous traffic control during the work. (See No. 7.) 4. Permittee shall provide continuous access to existing fire hydrants, streets, drives and drive approaches unless otherwise approved by the City Engineer or his/her duly authorized representative. Permission is hereby requested to encroach into public right of way to perform work as set forth on the front of this document. It is understood that this permit is limited to the work described herein and that all work is to be done in compliance with all other applicable rules, regulations and standards of the City, and subject to the inspection and approval of the City of Big Bear Lake, and that the permittee assumes full responsibility for said compliance for acceptability of the work, and for repair or replacement thereof if defective, and for repair or replacement of any existing improvement damaged by the doing of the work. 5. In consideration of the granting of this permit, Permittee agrees to Indemnify City, Its officers, agents, and employees against, and hold them free and harmless of any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property of any kind in connection with, arising out of, or resulting from negligence on part of Permittee, its officers, agents, contractors, and employees in connection with work undertaken under this permit, and at any time during and/or arising out of or in any way connected with Permittee's authorized activities under the terms of this permit unless solely caused by the gross negligence or willful misconduct of City, its officers, employees, or agents and defend City and Its officers, commissions, agents and employees from any suits or actions at law or in equity for damages; and pay all court costs and counsel fees. It is further agreed by Permittee to remove and/or relocate any or all of the road improvements constructed under this permit from road right of way within a reasonable period of time and upon written request from the City should it be determined that such encroachment interferes with the public's use of the road right of way or conflicts with future City road improvement projects or maintenance. 6. This permit shall be kept at the worksite. 7. Permittee shall protect existing improvements in place. Permittee shall be responsible for preserving and/or replacement of any permanent survey markers, monuments, street ties, etc. disturbed, damaged, or lost as a result of construction activities. |
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8. Permittee shall adequately safeguard all excavations and obstructions with barricades, lights, and/or other suitable safety devices in conformance with the current "CA MUTCD (California Manual on Uniform Traffic Control Devices)" issued by the State of California Department of Transportation. If the permittee fails to adequately safeguard the public, the City shall place barricades and lights at the expense of the permittee as follows: Current rental rate of each device plus labor and equipment cost, including overhead and any call-out time, for placement for each occurrence. Permittee shall be responsible for replacement cost of any device damaged or lost. Replacement cost shall be actual cost plus 20%. Placement of any safety devices by City shall not relieve the permittee from any liability.
9. Permit fees paid after work has commenced shall include a penalty fee in accordance with City regulations.
10. Any work done without proper Inspection will be subject to rejection. Permittee shall request inspections as follows: When forms are complete and ready for concrete; when subgrade is compacted and ready for pavement or concrete; when excavation is started; when back fill compaction is in progress; when temporary resurfacing has been placed; when all work authorized by this permit has been completed; at any time assistance is needed to assure compliance with City requirements.
11. Re-inspections required due to site or work not being ready for inspection when scheduled or for the replacement or defective work, may result in additional inspection fees to be paid prior to any further inspection.
12. Requests for inspection that will be made before or after regular office hours shall be made 48 hours in advance and shall be paid entirely by the permittee as follows: Actual cost to the City, including overhead and call-out time; a deposit in the amount of the estimated cost as determined by the City Engineer, or his/her duly authorized representative, shall be made prior to any overtime approval.
13. The permittee shall clean and sweep the project and adjacent areas at regular intervals and when requested by the City Engineer, or his/her duly authorized representative, as necessary to maintain the project area in a clean and orderly condition at all times to the satisfaction of the City Engineer, or his/her duly authorized representative. Final approval of any work will not be given until construction debris and excess material is removed and parkways are graded to conform to the standard street section.
14. Permittee shall remain responsible for satisfactory workmanship and material for one year after acceptance of Improvements authorized by this- permit and two years for encroachment on existing improvements.
15. All P.C.C. removals shall be done by saw cutting. All A.C. removal shall be done by cutting a neat, straight and vertical line (saw cutting may be required) 1-foot minimum beyond any undermining of pavement or cracking.
16. Asphalt pavement, including resurfacing, shall be constructed of Type 1-C-AR 4000 asphalt concrete conforming to the requirements of Section 203 of the Standard Specifications for Public Works Construction unless otherwise specified by the City Engineer, or his/her duly authorized representative.
17. The permittee may be required to construct permanent asphalt concrete pavement in the public right of way to provide protection to existing improvements which are in danger of being damaged by storm-generated waters and/or debris. This protection will be provided within 24 hours, when it is determined by the City Engineer, or his/her duly authorized representative, that an unsafe condition exists.
18. Concrete curb, walk, gutters, cross gutters, driveway approaches and alley entrances shall be constructed of Class 620-C-2600 Portland cement concrete conforming to the requirements of subsection 201.1 of the Standard Specifications for Public Works Construction which shall be cured with Type It Curing Compound in accordance with the provisions of subsection 201-4.1 of the Standard Specifications for Public Works Construction.
19. The permittee shall provide the City Engineer, or his/her duly authorized representative, passing compaction test results, taken by a licensed Engineer or testing laboratory, prior to any construction. Test locations shall be reviewed with the inspector over all utility main lines at intervals not exceeding 300 feet; over a minimum of 1/3 of all utility laterals; 2 minimum under all proposed cross gutters at intervals not exceeding 500 feet; under all proposed A, C. surfacing at intervals not exceeding 500 feet. All test shall be taken at a depth of 3 feet ± and at 6 inches. Additional tests may be required as directed by the City Engineer, or his/her duly authorized representative. All test failure locations shall be recompacted and retested near previous test.
20. The permittee shall backfill, densify and repair pavement over, including but not limited to all sewer, storm, water, gas, electrical and telephone repair or installation excavations in accordance with Section 306-1.3 of the Standard Specifications for Public Works Construction and as indicated in the City of Big Bear Lake standards.
21. This Permit is valid only for the purpose specified herein. No change to the scope of work as identified in the application and/or drawings submitted therewith is permitted except upon written permission of the City Engineer or his/her duly authorized representative.
22. Any damage caused to City structures by reason of exercise of this Permit shall be replaced or repaired by Permittee at his/her/its sole expense to the satisfaction of the City. Upon notice of damage to City structures arising from the exercise of this Permit, should Permittee fail to promptly make repairs or replace the damaged item, the City may make any and all repairs or replacement or have repairs/replacement made and Permittee will be billed and shall reimburse City for all costs incurred.
23. Unless otherwise specified herein, this Permit may be revoked or canceled at any time by the City Engineer or his/her duly authorized representative at the sole discretion of the City Engineer or his/her duly authorized representative.
24. Upon written notice of cancellation or revocation of this Permit for any cause whatsoever, Permittee shall promptly restore City right-of-way and structures to their condition prior to the issuance of the Permit and then shall vacate City property. Should Permittee fail to promptly restore the premises or structures to a condition satisfactory to the City Engineer or his/her duly authorized representative, the City may make any and all repairs or have repairs made and Permittee will be billed and shall reimburse City for all costs incurred.
25. Unless otherwise specifically provided, all costs incurred by Permittee as a result of the conditions of the Permit or the exercise by City of any right, authority, or reservation contained therein shall be the sole responsibility of and shall be borne entirely by the Permittee.

Permission is hereby requested to encroach into the public right of way to perform work set forth above. It is understood that this permit is limited to the work described herein and that all work is to be done in compliance with the provisions shown on this permit and with all other applicable rules, regulations and standards of the City; and that the permittee assumes full responsibility for said compliance, for acceptability of the work, and for repair or replacement thereof if defective, and for repair or replacement of any existing improvement damaged by doing of the work.

Work guaranteed by: _____

Receipt No.: _____

Penalty Fee: _____

Permit Fee: _____

Issue Date: _____

I hereby certify and agree to all provisions provided within the encroachment permit and that all Ordinances of the City of Big Bear Lake and the State of California will be complied with whether herein stated or not.

Signature of Applicant or Agent _____

Expire Date: _____

Signature of City Engineer or authorized representative _____